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UNITED STATES DISTRICT COURT
IN AND FOR THE DISTRICT OF NEVADA

PETROLEUM WHOLESALE, L.P.,
a Texas limited partnership,

Plaintiff,

vs.

SAGEBRUSH 66 INVESTMENT
COMPANY, INC., a Nevada corporation,
and DALE DERBIDGE, an individual,

Defendants.

Case No. 3:19-cv-00516-MMD-WGC

**STIPULATION AND ORDER TO
MAINTAIN THE STATUS QUO
OF THE PARTIES' BUSINESS
RELATIONSHIP PENDING
LITIGATION**

On August 19, 2019, Plaintiff Petroleum Wholesale, L.P. ("PWI") filed a Motion for Preliminary Injunction. Thereafter, PWI and Defendant Sagebrush 66 Investment Company, Inc. ("Sagebrush") ("collectively the "Parties"), by and through their undersigned attorneys, agreed to stipulate to maintain the status quo during the pendency of this litigation, without any admission or concession of either Party's claims and defenses against the other.

NOW, THEREFORE, IT IS HEREBY AGREED AND STIPULATED AS FOLLOWS:

1. The Court has personal jurisdiction over the Parties and venue is proper in the United States District Court for the District of Nevada.
2. PWI asserts that Sagebrush is bound by a Fuel Marketing Location Agreement dated May 5, 2006 (the "Fuel Agreement").

3. Sagebrush contests the validity of the Fuel Agreement but acknowledges that PWI has been supplying fuel to Sagebrush's business at 1490 East Aultman Street, in Ely, Nevada (the "Premises") since 2006.
4. Sagebrush asserts that it has terminated its business relationship with PWI, including the Fuel Agreement, if valid, because of PWI's continuing breaches of performance in failing to provide fuel to Sagebrush and by PWI's failure to timely remit payments to Sagebrush as these events were described in the letter of termination sent by Sagebrush's counsel to PWI's in-house counsel, Anthony Sullivan, dated August 7, 2019 (the "Termination Letter").
5. PWI contests the validity and propriety of the Termination Letter and any purported termination.
6. Despite the dispute between PWI and Sagebrush, they have agreed to maintain the status quo of their current business relationship on a temporary basis throughout this case, subject to the terms of this Stipulation.
7. During the pendency of this litigation,
 - a. Sagebrush shall not remove, deface, damage, destroy, or otherwise interfere with any of the logos, signage, and other components installed on the Premises.
 - b. PWI shall pay to Sagebrush all sums owing for sales that PWI collected on behalf of Sagebrush. Such payments shall be made by PWI to Sagebrush on or before the 7th day following each month of sales. PWI shall also pay to Sagebrush on or before November 7, 2019, any past-due amounts owing by PWI to Sagebrush.
 - c. PWI shall deliver such fuel to Sagebrush in a regular and customary manner. Sagebrush acknowledges that it monitors the fuel levels at the Premises and is in the best position to determine when Sagebrush needs fuel.

1 d. Sagebrush shall not interfere with or interrupt PWI's status as the exclusive
2 fuel supplier to Sagebrush or the Premises.

3 e. PWI shall not be required to post a bond to maintain the status quo but
4 Sagebrush's waiver of bond shall not be deemed to adversely impair the
5 ability of either party to recover damages according to proof.

6 8. By entering into this Stipulation, Sagebrush does not consent to the validity of the
7 Fuel Agreement, but merely agrees to maintain the status quo of the current course of
8 dealings between the Parties subject to the terms and conditions in this Stipulation
9 until the Court can make a determination on the merits of the Parties' claims and
10 defenses.

11 9. If PWI fails to timely deliver fuel to Sagebrush or to timely remit monies owing to
12 Sagebrush in breach of this Stipulation, Sagebrush may move the Court by way of
13 motion to enforce this Stipulation and to have the Court enter an appropriate remedy
14 including but not limited to the termination of the business relationship between the
15 Parties.

16 DATED: this 23rd day of October, 2019.

17 ROBERTSON, JOHNSON
18 MILLER & WILLIAMSON

19 By: /s/ Richard D. Williamson
20 Richard D. Williamson, Esq.
Alison Gansert Kertis, Esq.
Attorneys for Plaintiff

21 DATED: this 23rd day of October, 2019.

22 RAY QUINNEY & NEBEKER P.C.

23 By: /s/ Ryan Z. Pahnke
24 *Attorneys for Defendant*
25 *Sagebrush 66 Investment company*
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ORDER

IT IS SO ORDERED.



UNITED STATES DISTRICT JUDGE

DATED: October 25, 2019

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